gaged the premises to secure a loan. The mortgagee employed the same solicitor, who had acted for the son in the execution proceedings. The court held that the purchase by the son was a fraud on the father, but that the mortgagee had no actual notice of the fraud. Is the knowledge of the solicitor to be imputed to the mortgagee so that he is not a bona fide purchaser? *Held,* that knowledge will be charged against the principal only when he, acting for himself would have received notice of the matters known to the agent. Hence the knowledge of the solicitor was not chargeable against the mortgagee. *Geyer* v. *Geyer* (1910), — N. J. Eq. —, 78 Atl. 449.

The early English view and that which is recognized in some American cases was in accordance with the principal case—that the principal was not affected by knowledge acquired by the agent in another transaction and at another time. *Warrick* v. *Warrick,* 3 Atk. 291; *Worsley* v. *Earl of Scarborough,* 3 Atk. 392; *Houseman* v. *Girard etc. Ass'n.,* 81 Pa. 256; *Barbour* v. *Wiehle,* 116 Pa. 308; *McCormick* v. *Joseph,* 83 Ala. 401; *Texas Loan Agency* v. *Taylor,* 88 Tex. 47. Lord ELDON early refused to follow the above, *Mountford* v. *Scott,* 1 Turn. & R. 274, and the English view seems now to be broader than that of the principal case. *Dresser* v. *Norwood,* 17 C. B. (N. S.) 466. That rule is that if the knowledge is actually present in the agent's mind when acting for the principal, it is immaterial when or where that knowledge was acquired. *Distilled Spirits Case,* 11 Wall. 356; *Constant* v. *University,* 111 N. Y. 604; *Snyder* v. *Partridge,* 138 Ill. 173; *Lebanon Sav. Bank* v. *Hollenbeck,* 29 Minn. 322, etc. Each of the above rules is subject to the exception that the knowledge is not chargeable if a disclosure by the agent would be a breach of duty or against the agent's interest. 2 ENC. LAW. & PRAC., p. 1183. It would seem that this exception might, under either rule, apply to these facts, as it is not probable that the agent would disclose facts tending to involve him in the fraudulent deal of the son. However this point was not passed upon and the court merely affirmed the narrow doctrine recognized by only a few courts.

RELIGIOUS SOCIETIES—GOVERNMENT—JUDICIAL REVIEW.—The members of a church, for whose benefit property had been donated in trust, on condition that they remain true to the Lutheran religion, split into two factions, owing to a disagreement as to the location of the church. The majority faction voted to move the church building, and pursuant to this action, changed its location. In a suit to restrain the minority faction from building on the old site, *Held,* when the supreme government of an incorporated religious society in the management of its affairs is vested in the congregation, the action of the majority of the congregation on any question affecting the management and direction of the temporal affairs and property, controls, if the authority be exercised in a regular and lawful manner. *German Evangelical Lutheran Trinity Congregation* v. *Deutsche Evangelisch Luterische Dreieinigkeits Gemeinde* (1910), — Ill. —, 92 N. E. 868.

The rule is universal that civil courts have no jurisdiction to review or revise the acts of the governing body of a religious organization with reference to questions of church doctrine or discipline, *Trustees* v. *Halvorson,*

42 Minn. 503, 44 N. W. 663; *Morris Street Baptist Church* v. *Dart,* 67 S. C. 338, 100 Am. St. Rep. 727, 734. This is opposed to the view in England, See *Attorney General* v. *Pearson,* 3 Meriv. 353, holding, that civil courts must decide for themselves all questions of creed. Therefore the only questions which can arise in this country are concerned with the temporal affairs of the church. The almost universal rule is that when property is given in trust for the support of certain doctrines, the members of the church, who remain true to those doctrines, are entitled to the property as against those changing their belief, although the latter are in the majority, *Cape et al.* v. *Plymouth Congr. Church,* 117 Wis. 150, 93 N. W. 449. However there is a conflict regarding the rights of the majority in property, acquired by a church professing a particular faith, to which there is no specific trust attached. New York and Michigan hold that the majority faction may change its faith and retain the property. *Watkins* v. *Wilcox,* 66 N. Y. 654; *Wilson* v. *Livingstone,* 99 Mich. 594. As a general rule, however, the minority, even where there is no trust attached to the property, if in accord with the faith of the governing body, will prevail. *Smith* v. *Pedigo,* (Ind.) 33 N. E. 777; *Baker* v. *Ducker,* 79 Cal. 365. The facts of the principal case are rather novel in that there is no dispute as to questions of religious belief, but the controversy arises over the location of the church. The decision is sound because of the express stipulation in the constitution that, "the congregation as a body has the supreme power and government in the management of all its inner and outer affairs." Had the dispute arisen over a question of faith there is no doubt that the control of the trust property would have remained in the faction upholding the tenets of the Lutheran religion, whether such faction was in the majority or minority, 8 COLUM. L. REV. 492.

SPECIFIC PERFORMANCE—VERBAL CONTRACT FOR THE SALE OF LAND.—The plaintiff was orally promised by her aunt and uncle that if she would stay with them and conform to their views with respect to her going out in company until she was married she should have all their property when they died. The promise was accepted and fully carried out by the plaintiff but at the death of the aunt and uncle no provision had been made for the transfer of the property to her. Plaintiff, whose action for services had been barred by the statute of limitations, thereupon filed a bill for specific performance against the heirs of her aunt and uncle. *Held,* (FARMER and DUN, JJ., dissenting), specific performance will be decreed. *Gladville* v. *McDole et al.* (1910), *McDole* v. *Smith et al.,* — Ill. —, 93 N. E. 86.

Under the statute of frauds the contract was invalid. 36 CYC. 642. But the courts of equity will not permit the statute of frauds to be made the means of committing fraud. *Teske* v. *Dittberner,* 70 Neb. 544, 98 N. W. 57, 113 Am. St. Rep. 802; *Svanburg* v. *Fosseen,* 75 Minn. 350, 78 N. W. 6, 43 L. R. A. 427, 74 Am. St. Rep. 490. It is not necessary that there be fraud in the legal sense, equitable fraud is sufficient. *Gallagher* v. *Gallagher,* 31 W. Va. 9, 5 S. E. 297; *More* v. *Pierson,* 6 Iowa 279, 71 Am. Dec. 409. As a general rule part performance will take an oral contract out from the operation of the statute of frauds. *Freeman* v. *Freeman,* 43 N. Y. 34, 3 Am. Rep.